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The decision seems in harmony with the general equitable principles involved, since courts of equity whenever possible, construe reservations or covenants in a deed as appurtenant to land retained rather than in gross, and hold that by acceptance of the deed by the grantee, an equitable easement is created, as against him, in favor of third persons subsequently acquiring an interest in the land retained by the grantor, although to such third persons the reservation or covenant may not convey any strict legal right. *Hodge v. Boothby*, 48 Me. 68; *Winston v. Johnson*, 42 Minn. 398; *Allen v. Lester*, 80 N. Y. Supp. 1053; *Tinker v. Forbes*, 136 Ill. 221; *Newbold v. Peabody Heights Co.*, 70 Md. 493. If the intention of the parties as ascertained from the words of the grant, the situation of the property, or the surrounding circumstances, can fairly be construed as creating an easement appurtenant, it will be so held. *Whitney v. Union Ry. Co.*, 11 Gray 359; *Peck v. Conway*, 119 Mass. 546.

ELECTION—CANDIDATES—OATH—CONSTITUTIONALITY OF PRIMARY LAW.—Writ of certiorari to review the denial of a writ of mandamus to compel the respondent to certify to the names chosen by the Socialist Party Convention. *Held*, that the Kent County Primary Election Law which requires all candidates for office to declare their candidacy on oath is unconstitutional. Writ granted. *Dapper v. Smith, County Clerk* (1904), — Mich. —, 101 N. W. 60.

Article XVIII, § 1 of the State Constitution provides the oath which shall be required for qualification to an office and further provides that no other oath shall be required. Where the constitution states the qualifications of an officeholder the state legislatures can neither add to nor otherwise change them. *Thomas v. Owens*, 4 Md. 189, 223; *Page v. Hardin*, 8 B. Mon. (Ky.) 648, 661. If the above provision (Loc. Acts 1903 p. 142 No. 326) of the Kent County Primary Law were valid then the franchise rights of the voters would be limited, for they would be unable to vote for any person who would not declare his candidacy. No man who was not seeking an office could be elected to it. In the case of *Attorney General v. Common Council*, 58 Mich. 213, the doctrine is announced that the election franchise is the same in all parts of the state and can not be essentially changed in any locality by legislation to regulate its exercise.

EQUITY—JURISDICTION TO RESTRAIN INJUNCTION PROCEEDING DENIED.—In a suit to enjoin defendants from taking out an injunction to restrain complainants from playing baseball. *Held*, that injunction would not lie. *Robertson v. Montgomery Baseball Ass'n* (1904), — Ala.—, 37 So. Rep. 388.

This presents rather a striking situation. Had an injunction been here awarded it would have been just as competent for the defendants, had they moved first, to have had the present suit enjoined, or the complainants to have had them restrained from so doing, and so on. The case involves entirely different principles from those employed in proceedings to enjoin actions at law. (See 3 POMEROY'S EQ. JUR. §§ 1360 et seq.), and the decision is unquestionably sound. *Balogh v. Lyman*, 39 N. Y. Supp. 780, 783, 6 App. Div. 271, 276. In *Prudential Assurance Co. v. Thomas*, L. R. 3 Ch. 74, equitable proceedings against the holder of certain funds, were